

GENERAL INFORMATION CITY OF FRISCO, TEXAS

COOPERATIVE COMPETITIVE SEALED BID NO. 1111-013
Collection, Transportation, & Disposal of Household Hazardous
Waste (HHW) from a Permanent Facility for the Cities of Frisco &
McKinney, Texas

DOCUMENTS ARE DUE TO THE OFFICE OF THE DIRECTOR OF ADMINISTRATIVE SERVICES PRIOR TO:

December 16, 2010 @2:00PM
NO LATE BIDS WILL BE ACCEPTED

ORIGINAL ON A CD OR FLASHDRIVE AND TWO COPIES REQUIRED WITH BID SUBMITTAL

MAY BE DELIVERED OR MAILED TO:

CITY OF FRISCO
TOM JOHNSTON, DIRECTOR
OF ADMINISTRATIVE
SERVICES
6101 Frisco Square Blvd.,

FRISCO, TX 75034

MANDATORY ON-SITE TOURS ARE REQUIRED FOR THIS BID BY NO LATER THAN 2:00 PM CST DECEMBER 3, 2010. CITY OF FRISCO CONTACT IS JESSICA JAHNKE 972 292 5913. CITYOF MCKINNEY CONTACT IS ERIC HOPES 972 547 7388.

QUESTION DEADLINE IS 5:00 PM CST DECEMBER 8, 2010. EMAIL QUESTIONS TO JSTELLATELLA@FRISCOTEXAS.GOV

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

Tom Johnston C.P.M., CPPO Director or Administrative Svcs <u>tjohnston@friscotexas.gov</u> 972 292 5540 Jean Stellatella CPIM, CPPB Buyer <u>jstellatella@friscotexas.gov</u> 972 292 5541



CITY OF FRISCO

COMPETITIVE SEALED BID NUMBER 1111-013

Collection, Transportation, & Disposal of Household Hazardous Waste (HHW) from a Permanent Facility for the Cities of Frisco & McKinney, Texas

BIDDER MUST SUBMIT ORIGINAL BID ON A CD OR FLASHDRIVE PLUS TWO COPIES TO FACILITATE EVALUATION. IF TWO COPIES ARE NOT SUBMITTED WITH THE ORIGINAL CD OR FLASHDRIVE, THE BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

The City of Frisco (the "City") is accepting Competitive Sealed Bids for **Collection**,

Transportation, & Disposal of Household Hazardous Waste (HHW)

from a Permanent Facility for the Cities of Frisco & McKinney, Texas.

MANDATORY ON-SITE TOURS ARE REQUIRED FOR THIS BID BY NO LATER THAN 2:00 PM CST DECEMBER 3, 2010. CITY OF FRISCO CONTACT IS JESSICA JAHNKE 972 292 5913. CITY OF MCKINNEY CONTACT IS ERIC HOPES 972 547 7388.

QUESTION DEADLINE IS 5:00 PM DECEMBER 8, 2010.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

Bid must be received by December 16, 2010 at 2:00 PM CENTRAL STANDARD TIME (CST) BY THE DIRECTOR OF ADMINISTRATIVE SERVICES. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.

Bids will be publicly opened and read at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on December 16, 2010 at 2:05 PM CST.

Write the competitive sealed bid number 1111-013, name of bid, Collection, Transportation, & Disposal of Household Hazardous Waste (HHW) from a Permanent Facility for the Cities of Frisco & McKinney, Texas and the name of your organization on the outer envelope.

Bids are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a bid. The City reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the City.

SEE ATTACHED SPECIFICATIONS/BID FORM

The successful bidder may be required to execute a written contract.

The City will have the right and option to extend the term of the contract for four (4) additional one (1) year periods upon the same terms and conditions. The City will also have the right and option to terminate the contract upon thirty (30) days written notice.

GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids/proposals and become a part of the terms and conditions of any bid/proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

BIDDING

- 2. FORM: Bidders must submit original on a CD or Flashdrive and one (1) copy of the sealed bid/written quote/proposal to the Director of Administrative Services prior to response due date/time. Failure to submit the additional copy may result in the bid being declared unresponsive to specification and may not be further evaluated.
- 3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
- 4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
- 5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
- 6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
- 7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
- 8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.

- 9. ALTERING/WITHDRAWAL OF BIDS: Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be withdrawn after opening time without first submitting a written reason to the Director of Administrative Services and obtaining the Director of Administrative Services approval.
- 10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.
- 11. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
- 12. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
- 13. LATE BIDS: Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
- 14. BID OPENINGS: All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.
 - The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.
- 15. BID TABULATION: Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, www.friscotexas.gov. If you have any questions, please contact the City of Frisco, Purchasing Division, at (972) 292-5541.

16. PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Manager within in five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

- 17. BID AWARD: The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.
- 18. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

- 19. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - A. Have adequate financial resources or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

- 20. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
- 21. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.

- 22. TESTING: An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
- 23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
- 24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".
- 25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
- 26. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

PURCHASE ORDERS AND PAYMENT

- 27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
- 28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
- 29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
- 30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
- 31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.
- 32. INVOICES: Invoices must be submitted by the successful bidder in duplicate to the City of Frisco, Finance Division, 6101 Frisco Square Blvd., Frisco, Texas 75034.

CONTRACT

- 33. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
- 34. INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.
- 35. AUDIT: The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
- 36. SUCCESSFUL BIDDER SHALL: Defend, indemnify and save harmless the City and all its officers, Managers and employees and all entities, their officers, Managers and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any Manager, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
- 37. TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.
- 38. ACCEPTABILITY: All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Director of Administrative Services who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Director of Administrative Services or designated representative.

- 39. REMEDIES: The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
- 40. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
- 41. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- 42. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services."
- 42. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

43. DISCLOSURE OF CERTAIN RELATIONSHIPS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov.

By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

- Name the City, its officers, Managers, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
- 2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
- 3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

<u>Insurance Company Qualification</u>: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

<u>Certificate of insurance</u>: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract	Тур

Special Events

Type and amount of Insurance

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages) Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)
Automobile Liability with a minimum of \$1
Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

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Supplemental Information

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

1.		tion, please answer the following the following the state of bu	
2.	Name and address of pr majority owner:	incipal place of business, and p	hone number of your company's
3.	Name and address of prultimate parent company	incipal place of business, and p	hone number of your company's
	ne policy of the City of Fr	OMAN-OWNED BUSINESS PA isco to involve small businesses test extent possible in the pro-	s and qualified minority/women-
service names	es and construction proje	ects. To assist us in our record	keeping, please list below the
	NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

AFFIDAVIT OF NO PROHIBITED INTEREST

(Supplemental Information)

- (I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.
- (I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor:		
Title of Officer:		
Signature of Contractor:		
Date:	_	
	ACKNOWLEDGMENT	
STATE OF TEXAS *		
COUNTY OF COLLIN *		
BEFORE ME, the under corporation, known to me to be instrument, and acknowledged to, for the pure	the person whose name is o me that he executed the	same as the act and deed of
capacity therein stated.		•
GIVEN under my hand ar 2010.	nd seal of office this the	day of
Signature of Notary Public in and	d for the State of Texas	STAMP

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?
1. Sole Proprietorship YES NO 2. Partnership YES NO 3. Corporation YES NO
If company is a sole proprietorship, list the owner's full legal name:
If company is a partnership, list the partner's full legal name(s):
If company is a corporation, list the full legal name as listed on the corporate charter:
Is this firm a minority, or woman-owned business enterprise?
NO YES
Has this firm been certified as a minority/woman-owned business enterprise by an governmental agency? NO YES
If yes, specify governmental agency:
Date of certification:

	CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entire	FORM CIQ
	This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.	OFFICE USE ONLY Date Received
	By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.	
	A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	
1	Name of person doing business with local governmental entity.	
2	☐ Check this box if you are filing an update to a previously filed questionnaire.	
	(The law requires that you file an updated completed questionnaire with the appropriate filing at 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is 7th business day after the date the originally filed questionnaire becomes incomplete or inaccur	pending and not later than the
3	Name each employee or contractor of the local governmental entity who makes recommon government officer of the governmental entity with respect to expenditures of money AN business relationship.	

4	Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

Adopted 11/02/2005

FORM CIQ

Page 2

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

5	Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.
	This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.
	A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? Yes No
	B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?
	C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No
	D. Describe each affiliation or business relationship.

Signature of person doing business with the governmental entity				
Date				

Adopted 11/02/2005

BIDDER REMINDER LIST:
REQUESTED DOCUMENTATION INCLUDED?
ORIGINAL AND ONE (1) COPY INCLUDED?
ALL BLANKS COMPLETED ON THIS BID FORM?
COMPLETED COMPANY PROFILE/REFERENCES?
COMPLETED SIGNATURE?



GENERAL INFORMATION CITY OF FRISCO, TEXAS CITY OF FRISCO PURCHASING DIVISION

CITY OF FRISCO/CITY OF MCKINNEY
COLLECTION, TRANSPORTATION, AND DISPOSAL OF HOUSEHOLD
HAZARDOUS WASTE (HHW) FROM A PERMANENT FACILITY
REQUEST FOR BID #1111-013
Low Bid

Introduction Scope of Services:

The City of Frisco, Texas, acting as lead agency in cooperation with the City of McKinney, Texas invites and will accept competitive sealed low bids for the collection, transportation, and disposal of Household Hazardous Waste (HHW) from a permanent facility by the Purchasing Department at the George A. Purefoy Municipal Center, 6101 Frisco Square Blvd., Frisco, Texas 75034. The intent is to use the results of this cooperative process to award a contract for the collection, transportation, and disposal of Household Hazardous Waste (HHW) from a permanent facility to the lowest responsive, responsible bidder.

Bid Questions:

Questions concerning this Bid must be submitted in writing by email to Jean Stellatella, Buyer, Email: jstellatella@friscotexas.gov by 5:00 PM December 8, 2010. Questions submitted after that time will not be considered. In the event that it is necessary to provide additional clarifying data or information, or to revise any part of this Bid, revisions/amendments and /or supplements will be provided to all recipients of this initial Bid by the Purchasing Department.

Contract Term and Extension:

The contract term will be for one year, with City options to renew for four additional one year terms. These are not automatic extensions. Ninety (90) days prior to the contract anniversary date, the Purchasing Departments of the Cities of Frisco and McKinney, Texas will take into consideration vendor performance before a decision to renew is made to either continue this contract into each of the four (4) optional renewal years or to terminate and re-bid this contract. Upon mutual agreement of both parties, the contract may be extended under the same terms and conditions on the anniversary date for up to four one-year periods.

Selection and Evaluation Award Criteria:

The City will award the bid to the responsive and responsible lowest bidder.

The City will be the sole judge of the quality and suitability of the services offered in its determination of the successful bidder.

General Specifications

The chosen service provider will serve as the <u>Primary Contractor</u>. The Primary Contractor will be responsible for subcontracting selected services related to the recycling, reuse, collection, transportation or disposal of the collected HHW.

Contractor Requirements

The Contractor shall ensure that all packaging and transportation of hazardous and non-hazardous material shall be in accordance with all Department of Transportation (DOT) Regulations;

The Contractor shall comply with all federal, state, and local requirements of transportation, storage, and disposal, including obtaining all necessary permits, licenses, and approvals;

The Contractor shall at no time utilize a subcontractor for any task, including, but not limited to transport, treatment, storage or disposal, that is not Environmental Protection Agency (EPA) and/or Texas Commission Environmental Quality (TCEQ) licensed and /or registered to perform such tasks if EPA and/or TCEQ license or registration is required;

The Contractor shall provide information demonstrating that during the past five (5) years there has been no litigation involving the Contractor regarding hazardous waste collection, categorization, packaging, transportation or disposal;

All disposal sites and treatment methods used by the Contractor shall be approved by End User. Any changes in disposal site or treatment method without obtaining prior approval of End User shall constitute a material breach of the contract. In all instances, the Contractor must adhere to EPA treatment standards for treatment and disposal of wastes:

The Contractor shall comply with the waste management priorities established by the End User. The End User reserves the right to conduct audits and/or inspections of any transportation, storage or disposal facilities used by the Contractor;

The Contractor shall submit a list of on-site equipment that will be available at the collection site or facility. The list should include all fire prevention, safety, personal protective equipment, and other equipment that the Contractor determines suitable or necessary for the project;

The Contractor shall submit spill and fire prevention plans tailored to the on-site activities at the City of Frisco and the City of McKinney's Environmental Collection Facilities;

The Contractor shall submit a format for a contingency plan and provide a description of notification procedures to the participants of on-site emergencies and evacuation of the participants in case of an emergency on-site;

The Contractor shall submit Standard Operating Procedures (SOP's) for the bulking of flammable liquids on-site at the collection site or facility;

The Contractor shall submit at least five (5) letters of reference from previous HHW collection projects;

The Contractor shall submit a complete listing of storage/transfer/transportation and disposal facilities which may be utilized throughout the course of collection. The list should include the location, point of contact, phone number, Federal/State TXD Number and permits for each of the facilities;

The Contractor shall submit a listing of all warning notifications, violations and/or citations received from pertinent federal, and/or state agencies in the past three (3) years by the Contractor, Transporter, Storage Facility and /or Disposal Facility;

The Contractor shall be required to complete shipping manifests in accordance with DOT regulations and provide them to the End User within three (3) weeks after a pickup/collection of HHW; and

The Contractor shall provide Certificates of Disposal/Destruction that indicate the date, location, and method of treatment and disposal within nine (9) months of arrival of the waste at the permitted facility.

Insurance Requirements

Proof of insurance is required for this contract. The bidder recommended for award of this contract must be able to furnish a valid insurance certificate to the City within seven (7) days of the notification of such potential award, meeting the City's insurance requirements. See the City's Insurance Requirements for coverage details.

Contract Administration

The successful bidder must execute a Contract within ten (10) days after receipt of documents. The Site contact person will coordinate work the successful bidder. The Department utilizing the service will be responsible for monitoring the contract to ensure service requirements are met. Any Changes to existing contract or contract renewals shall be communicated to the Purchasing Department.

CITY OF FRISCO/CITY OF MCKINNEY COLLECTION, TRANSPORTATION, AND DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE (HHW) FROM A PERMANENT FACILITY REQUEST FOR BID #1111-013 Low Bid

Introduction Scope of Services:

The City of Frisco, Texas, acting as lead agency in cooperation with the City of McKinney, Texas invites and will accept competitive sealed low bids for the collection, transportation, and disposal of Household Hazardous Waste (HHW) from a permanent facility by the Purchasing Department at the George A. Purefoy Municipal Center, 6101 Frisco Square Blvd., Frisco, Texas 75034. The intent is to use the results of this cooperative process to award a contract for the collection, transportation, and disposal of Household Hazardous Waste (HHW) from a permanent facility to the lowest responsive, responsible bidder.

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Contract Term and Extension:

The contract term will be for one year, with City options to renew for four additional one year terms. These are not automatic extensions. Ninety (90) days prior to the contract anniversary date, the Purchasing Departments of the Cities of Frisco and McKinney, Texas will take into consideration vendor performance before a decision to renew is made to either continue this contract into each of the four (4) optional renewal years or to terminate and re-bid this contract. Upon mutual agreement of both parties, the contract may be extended under the same terms and conditions on the anniversary date for up to four one-year periods.

Selection and Evaluation Award Criteria:

The City will award the bid to the responsive and responsible lowest bidder.

The City will be the sole judge of the quality and suitability of the services offered in its determination of the successful bidder.

General Specifications and Information

The chosen service provider will serve as the <u>Primary Contractor</u>. The Primary Contractor will be responsible for subcontracting selected services related to the recycling, reuse, collection, transportation or disposal of the collected HHW.

Two City of Frisco staff members are typically on-site packaging the HHW. The amount of time to package the HHW waste will fluctuate. City of Frisco staff will package a majority of the HHW brought into the facility. However, there are times when assistance from the vendor may be required typically after a large collection event. The City of McKinney does not require on site labor, only a driver and an assistant driver for all waste pick-ups.

Waste volumes for a typical pick-up from the City of Frisco vary from twelve 55 gallon drums to thirty 55 gallon drums of various waste products. The contractor will need a "bob tail" strait truck with lift gate, with the capacity to hold up to 40 drums. The City of McKinney's average monthly volume pick-up is approximately 12 to 15, 55 gallon drums of various waste streams. The contractor will need a "bob tail" straight truck with lift gate.

The growth rate of the City of Frisco's waste volumes for collection (per category) is projected to increase approximately 3-5% year to year. The following table delineates the actual amount and type of waste collected for 2008, 2009, and 2010:

WASTE STREAM LIST (IN			
GALLONS)	YEAR	YEAR	YEAR
PRODUCT	2008	2009	2010
PAINT (LATEX & OIL-BASED)	11935	8305	8085
GARDEN PRODUCTS (PESTICIDES , HERBICIDES)	3685	2365	2310
GASOLINE	220	220	275

The City of McKinney's waste volumes vary, mostly latex paint and flammable liquids with lesser amounts of toxic and flammable solids, oxidizers, corrosives, and batteries.

Bid, Payment, and Performance Bonds are not required for this bid.

Contractor Requirements

The Contractor shall ensure that all packaging and transportation of hazardous and non-hazardous material shall be in accordance with all Department of Transportation (DOT) Regulations;

The Contractor shall comply with all federal, state, and local requirements of transportation, storage, and disposal, including obtaining all necessary permits, licenses, and approvals;

The Contractor shall at no time utilize a subcontractor for any task, including, but not limited to transport, treatment, storage or disposal, that is not Environmental Protection Agency (EPA) and/or Texas Commission Environmental Quality (TCEQ) licensed and /or registered to perform such tasks if EPA and/or TCEQ license or registration is required;

The Contractor shall provide information demonstrating that during the past five (5) years there has been no litigation involving the Contractor regarding hazardous waste collection, categorization, packaging, transportation or disposal;

All disposal sites and treatment methods used by the Contractor shall be approved by End User. Any changes in disposal site or treatment method without obtaining prior approval of End User shall constitute a material breach of the contract. In all instances, the Contractor must adhere to EPA treatment standards for treatment and disposal of wastes;

The Contractor shall comply with the waste management priorities established by the End User. The End User reserves the right to conduct audits and/or inspections of any transportation, storage or disposal facilities used by the Contractor;

The Contractor shall submit a list of on-site equipment that will be available at the collection site or facility. The list should include all fire prevention, safety, personal protective equipment, and other equipment that the Contractor determines suitable or necessary for the project;

The Contractor shall submit spill and fire prevention plans tailored to the on-site activities at the City of Frisco and the City of McKinney's Environmental Collection Facilities:

The Contractor shall submit a format for a contingency plan and provide a description of notification procedures to the participants of on-site emergencies and evacuation of the participants in case of an emergency on-site;

The Contractor shall submit Standard Operating Procedures (SOP's) for the bulking of flammable liquids on-site at the collection site or facility;

The Contractor shall submit at least three (3) letters of reference from previous HHW collection projects of similar size and type;

The Contractor shall submit a complete listing of storage/transfer/transportation and disposal facilities which may be utilized throughout the course of collection. The list should include the location, point of contact, phone number, Federal/State TXD Number and permits for each of the facilities;

The Contractor shall submit a listing of all warning notifications, violations and/or citations received from pertinent federal, and/or state agencies in the past three (3) years by the Contractor, Transporter, Storage Facility and /or Disposal Facility;

The Contractor shall prepare shipping manifests from the transporter and from the Treatment, Storage, and Disposal Facility (TSDF) according to state and DOT laws and regulations and provide copies of all manifests to the End User and within three (3) weeks after a pickup/collection of HHW.

The Contractor shall provide Certificates of Disposal/Destruction that indicate the date, location, and method of treatment and disposal within nine (9) months of arrival of the waste at the permitted facility.

Upon request the Contractor shall provide an eight (8) hour HAZWOPER refresher course in English and Spanish every year.

Upon request the Contractor shall provide a forty (40) hour HAZWOPER course in English and Spanish every two years.

The Contractor will provide services once a year for a four (4) hour special collection event. The Contractor will be required to provide truck/s, all packing and shipping materials, and personnel to sort and segregate materials during the special collection event. Supplies used, disposal, and personnel will be paid according to contract pricing terms.

Insurance Requirements

Proof of insurance is required for this contract. The bidder recommended for award of this contract must be able to furnish a valid insurance certificate to the City within seven (7) days of the notification of such potential award, meeting the City's insurance requirements. See the City's Insurance Requirements for coverage details.

Contract Administration

The successful bidder must execute a Contract within ten (10) days after receipt of documents. The Site contact person will coordinate work with the successful bidder. The Department utilizing the service will be responsible for monitoring the contract to ensure service requirements are met. Any Changes to the existing contract or contract renewals shall be communicated in writing to the Purchasing Department.

BID FORM

1111-013

Collection, Transportation, and Disposal of Household Hazardous Waste (HHW) from a Permanent Facility

Hazardous Waste Collections will be made at the following locations:

City of Frisco Environmental Services 6616 Walnut Street Frisco, Texas 75034

City of McKinney Environmental Services 1550 S. College Street, McKinney, Texas 75069

Expenditure Information

<u>Personnel</u>	\$ Hourly Rate per Person
typically performed by a tv	inal packaging and transporting HHW collected materials is vo-person team (buddy system) for safety purposes. Please pical staffing arrangements for such work and include a page
Transportation	\$ Per Visit Charge
Cost for an eight (8) hour hin English and Spanish	HAZWOPER refresher course \$
Cost for a forty (40) hour H In English and Spanish	IAZWOPER training course \$

Cost for a four (4) hour special collection event – price should include truck/s, all packing & shipping materials & personnel to sort & segregate materials \$
Please identify any transportation fees associated with the collection of HHW from the

Environmental Collection Center/s \$_____

Disposal And Supplies

Please provide costs associated with the pick-up and disposal of the following HHW and supporting supplies:

Aerosols - Loose Packed	\$ Per 55-gal drum
Freon Cylinders	\$ Each
Oxygen Cylinder	\$ Each
Non Flammable Cylinders	\$ Each
Compressed Flammable Gas Cylinders - Loose Pkd	\$ _Per 55-gal drum
Compressed Flammable Gas - 5 gallon Cylinder	\$ Sach
Poison/Toxic (pesticide, herbicide, etc.) Solid Lab Pk	\$ _ _Per 55-gal drum
Poison/Toxic (pesticide, herbicide, etc.) Liquid Lab Pk	 _ _Per 55-gal drum
Flammable Solid - Lab Pack	\$ Per 55-gal drum
Flammable (fuels blended) Liquid Bulked	\$ Per 55-gal drum
Oil Based Paint - Cubic Yard Box	\$ _Each
Oil Based Paint - Lab Pack	\$ _Per 55-gal drum
Oil Based Paint - Bulked	\$ _Per 55-gal drum
Latex Paint - Cubic Yard Box	\$ _Each
Latex Paint - Lab Pack	\$ _Per 55-gal drum
Latex Paint - Bulked	\$ _Per 55-gal drum
Gasoline - Bulked	\$ _Per 55-gal drum
Antifreeze - Bulked	\$ _Per 55-gal drum
Non-Hazardous Solid (caulk, joint compound, etc.)	
Lab Pack	\$ _Per 55-gal drum
RCRA Empty	\$ _Per 55-gal drum
Corrosive (acids, bases) - Lab Pack	\$ _Per 55-gal drum
Oxidizers - Lab Pack	\$ _Per 55-gal drum
Asbestos Containing Materials	\$ _Per 55-gal drum
Organic Peroxides - Lab Packed	\$ _Per 5 gal bucket
Organic Compounds (amines) - Lab Packed	\$ _Per 5 gal bucket
Mercury (compound, elemental, debris, etc.)	\$ _Per 5 gal bucket
Lighting Ballasts (assume PCB content)	\$ _Per 5 gal bucket
Alkaline Batteries	\$ _Per Pound
Lithium & Li-ion Batteries	\$ _Per 5 gal-bucket
Mercury Batteries	\$ _Per 5 gal bucket
Lead Acid batteries	\$ _Per 5 gal bucket
New/Reconditioned Poly Drum	\$ _Per 55-gal drum

New/Reconditioned Metal Drum New Poly Buckets New Cubic Yard Box Vermiculite (Absorbent) Oil Dry Haz-Cat/Unknown Identification Compact Florescent Light Bulbs Florescent Tubes 4" & 8" Incandescent Light Bulbs Personnel, provided on request only basis to sort, test, and package materials @ the collection center		h h h h h		
The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation For Bid.				
I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."				
Company Name:				
Address:				
Authorized Signature:				
Title:Federal ID #/SSN #:				
Print Name:				
Telephone Number:				
Fax Number:				
Email Address:				
Date:				
Acknowledgement of Addenda: #1 #2 #3 #4 #5				